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Preston H. Abbott

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EXAMINER

SUBRAMANIAN, NARAYANSWAMY

ART UNIT

PAPER NUMBER

3691

MAIL DATE

DELIVERY MODE

06/02/2008

PAPER

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Office Action Summary

Application No.

09/769,121

Applicant(s)

ABBOTT ET AL.

Examiner

Narayanswamy Subramanian

Art Unit

3691

Period for Reply -- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 08 February 2008.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 27-52 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 27-52 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☒ The drawing(s) filed on 24 January 2001 is/are: a) ☐ accepted or b) ☒ objected to by the Examiner.
- Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
- Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
 2. ☐ Certified copies of the priority documents have been received in Application No. _____.
 3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- 1) ☒ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☐ Information Disclosure Statement(s) (PTO/SB/C)
- Paper No(s)/Mail Date _____
- 4) ☐ Interview Summary (PTO-413)
- Paper No(s)/Mail Date _____
- 5) ☐ Notice of Informal Patent Application
- 6) ☐ Other: _____

DETAILED ACTION

1. This office action is in response to applicants' communication filed on October 30, 2007 and February 8, 2008. Amendments to the claims have not been entered as discussed below. Claims 27-52 are currently pending and have been examined. The objections to the specification, rejections and response to arguments are stated below.

Specification

2. The following is a quotation of the first paragraph of 35 U.S.C. 112:

The specification shall contain a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise, and exact terms as to enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to make and use the same and shall set forth the best mode contemplated by the inventor of carrying out his invention.

3. The specification is objected to under 35 U.S.C. § 112, first paragraph, as failing to support the subject matter set forth in the claims. The specification, as originally filed does not provide support for the invention as now claimed.

The test to be applied under the written description portion of 35 U.S.C. § 112, first paragraph, is whether the disclosure of the application as originally filed reasonably conveys to the artisan that the inventor had possession at that time of later claimed subject matter. Vas-Cat, Inc. v. Mahurkar, 935 F. 2d 1555, 1565, 19 USPQ2d 111, 1118 (Fed. Cir. 1991), reh'rg denied (Fed. Cir. July 8, 1991) and reh'rg, en banc, denied (Fed. Cir. July 29, 1991).

Claims 27-52 include the limitations "a database for storing data relating to a buying, selling and financing of the goods between the financing subsidiary, the trading subsidiary, the seller and the buyer; a server coupled to the database, the server connected through a network to the financing subsidiary computer, the trading subsidiary computer, the seller computer and the buyer computer, the server configured to: receive first approval data from the trading subsidiary

computer indicating a user associated with the trading subsidiary has approved a seller and a buyer for participation within the system; store within the database a seller participation agreement for the seller approved by the trading subsidiary, and a buyer participation agreement for the buyer approved by the trading subsidiary; receive an order submitted through the buyer computer from the buyer for purchasing a good offered for sale by the seller, the buyer agreeing to pay the trading subsidiary for the ordered good pursuant to the buyer participation agreement stored within the database; receive assignment data from the seller computer indicating the seller has assigned all rights in the ordered good to the trading subsidiary pursuant to the seller participation agreement stored within the database, the trading subsidiary pays the seller for the ordered good and requests that the seller ship the ordered good to the buyer pursuant to the seller participation agreement; receive sell data from the trading subsidiary computer indicating the trading subsidiary has sold accounts receivable relating to the purchasing of the ordered good by the buyer; and receive purchase data from the financing subsidiary computer indicating the financing subsidiary has purchased from the trading subsidiary the accounts receivable to provide financing to the trading subsidiary for the sale of additional goods". However, the specification does not provide a written description disclosure to support the claimed limitations of "a database for storing data relating to a buying, selling and financing of the goods between the financing subsidiary, the trading subsidiary, the seller and the buyer; a server coupled to the database, the server connected through a network to the financing subsidiary computer, the trading subsidiary computer, the seller computer and the buyer computer, the server configured to: receive first approval data from the trading subsidiary computer indicating a user associated with the trading subsidiary has approved a seller and a buyer for participation within the system;

store within the database a seller participation agreement for the seller approved by the trading subsidiary, and a buyer participation agreement for the buyer approved by the trading subsidiary; receive an order submitted through the buyer computer from the buyer for purchasing a good offered for sale by the seller, the buyer agreeing to pay the trading subsidiary for the ordered good pursuant to the buyer participation agreement stored within the database; receive assignment data from the seller computer indicating the seller has assigned all rights in the ordered good to the trading subsidiary pursuant to the seller participation agreement stored within the database, the trading subsidiary pays the seller for the ordered good and requests that the seller ship the ordered good to the buyer pursuant to the seller participation agreement; receive sell data from the trading subsidiary computer indicating the trading subsidiary has sold accounts receivable relating to the purchasing of the ordered good by the buyer; and receive purchase data from the financing subsidiary computer indicating the financing subsidiary has purchased from the trading subsidiary the accounts receivable to provide financing to the trading subsidiary for the sale of additional goods”.

Claim Rejections - 35 USC § 112

4. The following is a quotation of the first paragraph of 35 U.S.C. 112:

The specification shall contain a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise, and exact terms as to enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to make and use the same and shall set forth the best mode contemplated by the inventor of carrying out his invention.

5. Claims 27-52 are rejected under 35 U.S.C. 112, first paragraph, as failing to comply with the written description requirement. The claim(s) contains subject matter which was not described in the specification in such a way as to reasonably convey to one skilled in the relevant art that the inventor(s), at the time the application was filed, had possession of the claimed

invention. In particular there is no support in the specification for the following limitations in claim 50. “receive first approval data from the trading subsidiary computer indicating a user associated with the trading subsidiary has approved a seller and a buyer for participation within the system; receive assignment data from the seller computer indicating the seller has assigned all rights in the ordered good to the trading subsidiary pursuant to the seller participation agreement stored within the database, the trading subsidiary pays the seller for the ordered good and requests that the seller ship the ordered good to the buyer pursuant to the seller participation agreement; receive sell data from the trading subsidiary computer indicating the trading subsidiary has sold accounts receivable relating to the purchasing of the ordered good by the buyer; and receive purchase data from the financing subsidiary computer indicating the financing subsidiary has purchased from the trading subsidiary the accounts receivable to provide financing to the trading subsidiary for the sale of additional goods”. Similarly there is no support in the specification for the amended limitations in claim 51. Claims 27-49 and 52 are rejected by way of dependency on a rejected claim.

The art rejections given below are interpreted in light of the 35 USC 112 rejections discussed above.

Claim Rejections - 35 USC § 103

6. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

7. Claims 27-52 are rejected under 35 U.S.C. 103(a) as being unpatentable over Purcell (US Patent 5,940,807).

Claim 50, Purcell teaches a system comprising: a plurality of remote computers including a computer associated with the financing subsidiary, a computer associated with the trading subsidiary, a computer associated with a seller of goods and a computer associated with a buyer of goods (See Figure 1, Column 1 lines 35-45, Column 3 line 51 – Column 4 line 5, the buyer and seller computers are interpreted to include computers associated with various subsidiaries); the database for storing data relating to a buying, selling and financing of the goods between the financing subsidiary, the trading subsidiary, the seller and the buyer (See Column 4 line 51 – Column 5 line 25); a server coupled to the database, the server connected through a network to the financing subsidiary computer, the trading subsidiary computer, the seller computer and the buyer computer (See Figure 1), the server configured to: store within the database a seller participation agreement for the seller approved by the trading subsidiary, and a buyer participation agreement for the buyer approved by the trading subsidiary (See Figure 1, Column 1 lines 35-45, Column 3 line 51 – Column 4 line 5, the written documentation for placing and filling orders is interpreted to include these agreements); receive an order submitted through the buyer computer from the buyer for purchasing a good offered for sale by the seller (See Column 4 lines 5-65); and prompt a user to perform various functions entered by the user (See Column 38 line 56 – Column 9 line 21). Purcell does not explicitly teach the other features of receive first approval data from the trading subsidiary computer indicating a user associated with the trading subsidiary has approved a seller and a buyer for participation within the system; receive assignment data from the seller computer indicating the seller has assigned all rights in the

ordered good to the trading subsidiary pursuant to the seller participation agreement stored within the database, the trading subsidiary pays the seller for the ordered good and requests that the seller ship the ordered good to the buyer pursuant to the seller participation agreement; receive sell data from the trading subsidiary computer indicating the trading subsidiary has sold accounts receivable relating to the purchasing of the ordered good by the buyer; and receive purchase data from the financing subsidiary computer indicating the financing subsidiary has purchased from the trading subsidiary the accounts receivable to provide financing to the trading subsidiary for the sale of additional goods. However these features are not given patentable weight in view of 35 U.S.C. § 112, first paragraph rejections discussed above.

Claims 47-49, Purcell teaches the features wherein the server is further configured to allow a user to input data via the Internet (See Column 4 lines 40-46); to receive user data via an Intranet (old and well known) and network is one of a wide area network and a local area network (See Column 4 lines 40-46, Internet is an example of WAN).

Claims 27-29, Purcell does not explicitly teach the features in these claims. Official notice is taken that these features are old and well known in the art. For instance GM has GMAC for financing and another sub-division for sales. These features provide for a smooth and efficient means for completing the transaction.

Claims 30-46 and 51-52, Purcell teaches the feature of the server further configured to accept input from sellers or buyers (See Column 6 line 52- Column 7 line 35). The limitations such as “a seller agreeing to assign all rights in a shipment to the trading subsidiary” or “buyers agreeing to pay the purchase price to the trading subsidiary for orders within an agreed upon time period by a method and at a place previously agreed to” are interpreted as non-functional

descriptive material because they describe the buyers and sellers. These limitations have no bearing on the server configuration to accept input from sellers or buyers.

Response to Arguments

8. In response to Applicant's arguments "In regards to the recitation "receive assignment data from the seller computer indicating the seller has assigned all rights in the ordered good to the trading subsidiary pursuant to the seller participation agreement stored within the database," paragraph 14 describes seller participation agreements which include assigning all rights in the ordered goods to the trading subsidiary." Paragraph 12 also describes that the seller assigns all rights to the goods to the trading subsidiary and forwards all shipping and insurance documents to the trading subsidiary. Also, paragraph 9 describes that the user's computer's interface allows the user to input data relating to the buying and selling of goods and commodities which are uploaded to the server which receives the data (see also Figure 2). Accordingly, Applicants submit that the above recitation of Claim 50 is supported by the specification", the Examiner respectfully disagrees. First of all there is no support in the specification as originally filed for the limitations of "a database for storing data relating to a buying, selling and financing of the goods between the financing subsidiary, the trading subsidiary, the seller and the buyer; a server coupled to the database". There is also no mention of "a computer associated with the trading subsidiary, a computer associated with a seller of goods and a computer associated with a buyer of goods" in the specification as originally filed. These limitations were entered by the Examiner in the earlier office action due to an oversight on his part. The portions recited by the Applicant do not describe the limitation "receive assignment data from the seller computer indicating the seller has assigned all rights in the ordered good to the trading subsidiary pursuant to the seller

participation agreement stored within the database”, for instance there is no description of the contents of the database to begin with. Hence the Applicant has failed to point out where in the specification there is support of the limitation in question.

Similarly in response to Applicant’s arguments “In regards to the recitation “receive first approval data from the trading subsidiary computer indicating a user associated with the trading subsidiary has approved a seller and a buyer for participation within the system”, paragraph 11 describes that the trading subsidiary has to approve the buyer for participation in the program. Paragraph 12 describes that the trading subsidiary agrees to pay the seller according to standard terms of sale to approved buyer. Also, paragraph 9 describes that the user’s computer’s interface allows the user to input data relating to the buying and selling of goods and commodities which are uploaded to the server which receives the data (see also Figure 2). Accordingly, Applicants submit that the above recitation of Claim 50 is supported by the specification.”, the Examiner respectfully disagrees. There is no description of trading subsidiary computer in the specification much less the limitation of “the trading subsidiary has approved a seller for participation within the system”. Hence the Applicant has failed to point out where in the specification there is support of the limitation in question.

Similarly the Applicant’s other arguments with respect to limitations “receive sell data from the trading subsidiary computer indicating the trading subsidiary has sold accounts receivable relating to the purchasing of the ordered good by the buyer” and “receive purchase data from the financing subsidiary computer indicating the financing subsidiary has purchased from the trading subsidiary the accounts receivable to provide financing to the trading subsidiary

for the sale of additional goods” are not persuasive. Hence the rejections made by the Examiner in the last office action are maintained.

Applicant's other arguments with respect to pending claims have been considered but are not persuasive.

Conclusion

9. The prior art made of record and not relied upon is considered pertinent to applicant's disclosure are listed on the enclosed PTO-892.

10. Any inquiry concerning this communication or earlier communications from the examiner should be directed to Dr. Narayanswamy Subramanian whose telephone number is (571) 272-6751. The examiner can normally be reached Monday-Thursday from 8:30 AM to 7:00 PM. If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Alexander Kalinowski can be reached at (571) 272-6771. The fax number for Formal or Official faxes and Draft to the Patent Office is (571) 273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PMR or Public PAIR. Status information for unpublished applications is available through Private PMR only. For more information about the PMR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

/Narayanswamy Subramanian/
Primary Examiner
Art Unit 3691

May 26, 2008